



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

December 11, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

32 December 11, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AMENDMENT NO. 1 TO LEASE AGREEMENT NO. 71200 BETWEEN
THE COUNTY OF LOS ANGELES AND ABLE AIR CORPORATION
FOR ADDITIONAL RIGHT OF OPTION TO RENEW THE LEASE
AT WHITEMAN AIRPORT IN PACOIMA
(SUPERVISORIAL DISTRICT 3)
(4 VOTES)**

SUBJECT

This action is to approve and instruct the Chairman to sign Amendment No. 1 to Lease Agreement No. 71200 between the County of Los Angeles and Able Air Corporation which provides the right of option to renew Lease Agreement No. 71200 for an additional two (2) periods of one (1) year.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Amendment No. 1 to Lease Agreement No. 71200 is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter.
2. Approve and instruct the Chairman to sign Amendment No. 1 to Lease Agreement No. 71200 between the County of Los Angeles and Able Air Corporation which provides the right of option to renew Lease Agreement 71200 for an additional two (2) periods of one (1) year under the same terms and conditions of Lease Agreement No. 71200.
3. Instruct the Director of Public Works or her designee to make the necessary arrangements with the County of Los Angeles' contract airport manager and operator for the collection of all rents to be paid.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the proposed amendment (Lease Amendment No. 1) is to permit Able Air Corporation (Lessee) to continue to lease the premises and provide aircraft maintenance and parking services to airport customers.

On January 6, 1998, the Board approved Lease Agreement No. 71200 (Lease) between the County of Los Angeles and the Lessee. The leased premises includes approximately 12,700 square feet of hangar space; 1,050 square feet of office space; and 15,435 square feet of land that accommodates outside storage, an office trailer, and 18 tie-downs for aircraft parking.

The Lessee exercised the first right of option to renew the Lease for five (5) years on December 31, 2002, and the second right of option to renew the Lease for an additional five (5) years on December 31, 2007. The Lease will now expire on December 31, 2012. The Lessee has requested the option to renew the Lease for an additional two (2) years. Therefore, an amendment to the original Lease is required.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Integrated Services Delivery (Goal 3). Implementation of the recommended actions will continue to provide an accommodating facility for airport customers and will support quality public works infrastructure services to the communities.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

Consistent with the Lease, annual rent will continue to be adjusted based on the Consumer Price Index. The County of Los Angeles (County) management contractor, American Airports Corporation, will continue to collect the revenue for the Lease and distribute 45 percent of the lease payments into the Aviation Enterprise Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Lease Amendment No. 1 will provide for the uninterrupted use of the leased premises. The first option period shall begin January 1, 2013, and terminate at midnight on December 31, 2013. The second option period shall begin January 1, 2014, and terminate on December 31, 2014. All other terms, conditions, and provisions of the original Lease will remain in full force and effect.

Lease Amendment No. 1 has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The proposed Lease Amendment No. 1 is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the State CEQA guidelines and Class 1(r) of the County Environmental Document Reporting Procedures and Guidelines, Appendix G, adopted by the Board on November 17, 1987, as it involves no expansion of an existing use and is an amendment that involves the use of a facility for the purpose for which it was constructed. In addition, there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of Lease Amendment No. 1 will provide continued use of the leased premises and allow the Lessee to continue to provide aircraft maintenance and parking services at Whiteman Airport.

CONCLUSION

Please return three adopted copies of this letter and enclosure to the Department of Public Works, Aviation Division. Also, please forward one adopted copy of the letter and enclosure to the County Assessor, Possessory Interest Division, and the Auditor Controller, General Claims Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:RLS:jem

Enclosures

c: Auditor-Controller
Chief Executive Office (Rita Robinson)
County Assessor
County Counsel (Adrienne Byers)
Executive Office

**AMENDMENT NO. 1 TO LEASE AGREEMENT NO. 71200
TO PROVIDE FOR AN ADDITIONAL RIGHT OF OPTION
TO RENEW THE LEASE
AT WHITEMAN AIRPORT, PACOIMA, CALIFORNIA**

THIS AMENDMENT NO. 1 TO LEASE NO. 71200 for an additional right to renew the Lease at Whiteman Airport is made and entered into this 11th day of December 2012,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as "County"),

AND

ABLE AIR CORPORATION (hereinafter referred to as "Lessee"),

WITNESSETH

WHEREAS, County and Lessee entered into Lease Agreement No. 71200 on January 6, 1998, for a hangar, office space and land at Whiteman Airport, Pacoima, California for a five (5) year term with the right to renew for an additional two (2) periods of five (5) years under the same terms and conditions of Lease Agreement No. 71200; and

WHEREAS, Lessee exercised the first right of option to renew Lease Agreement No. 71200 for five (5) years on December 31, 2002; and

WHEREAS, Lessee exercised the second right of option to renew Lease Agreement No. 71200 for five (5) years on December 31, 2007; and

WHEREAS, Lease Agreement No. 71200 is set to terminate at midnight on December 31, 2012; and

WHEREAS, the County and Lessee desire to amend Lease Agreement No. 71200 to include the right of option to renew Lease Agreement No. 71200 for an additional two (2) periods of one (1) year under the same terms and conditions of Lease Agreement No. 71200.

NOW, THEREFORE, in consideration of the payment of rent and performance of the terms, covenants, and conditions hereinafter contained, to be kept and performed by the respective parties hereto, it is mutually agreed that Lease Agreement 71200 be amended as follows:

1. **4. – RIGHT OF OPTION**

Section (a) is deleted in its entirety and replaced with the following:

"(a) In the event Lessee complies with all of the terms and conditions for this lease, Lessee may then have the right to renew for an additional two (2) periods of one (1) year under the same terms and conditions, except for the rental rate. The rent payable to County of its Manager shall be subject to adjustment based on the fair market value at the time of negotiations between the parties hereto. In order to exercise said option to renew, Lessee must give County or its Manager written notice of intention to exercise option at least ninety (90) days, but not more than 120 days, prior to the expiration of the original term of this lease. If no such written agreement is entered before the expiration date, there will be no renewal or extension for any period, and the lease will terminate as stated herein."

2. This Amendment No. 1 shall be effective as of the date of approval by the County Board of Supervisors.

3. It is mutually understood and agreed that all other terms and conditions and provisions of the original Lease Agreement No. 71200 shall remain in full force and effect except as modified in paragraph 1 above.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Lessee has executed this Amendment No. 1 to Lease No. 71200, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment No. 1 to be executed on its behalf on the day, month, and year first written above.



COUNTY OF LOS ANGELES

By *Mark Ridley-Thomas*

Chairman, County of Los Angeles

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By *Ante*
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Ante*
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By *Carole Suzuki for Adrienne Byers*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

32

DEC 11 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AGREED:

STEPHEN SLONNEGER, President
Able Air Corporation

By *[Signature]*
Lessee

CALIFORNIA ALL- PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 11/07/2012 before me, JESSICA X. LOPEZ, Notary Public

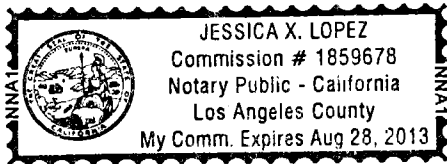
Date

Here Insert Name and Title of Officer

personally appeared -----STEPHEN SLONNEGER-----

Name (s) of Signer (s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity ~~(ies)~~, and that by ~~his/her/their~~ signature ~~(s)~~ on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jessica X. Lopez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer - Title(s): President
☐ Partner - ☐ Limited ☐ General
☐ Attorney in ' Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here